cision is in agreement with American decisions, but the true reason for such liability is that failure to observe a statutory provision constitutes *prima facie* liability. *Orcutt* v. *Ry. Co.*, 24 Pac. 661.

RAILROADS—PUBLIC HIGHWAY—EASEMENTS.—KOTZ V. ILLINOIS CENTRAL R. R. Co., 59 N. E. Rep. 240 (Ill.).—Plaintiff owned a lot on Sixtieth street, Chicago, adjoining the right of way of the defendant. Defendant, after building a surface road, elevated its tracks through Sixtieth street. *Held*, that a railroad is not a public highway in the sense that the adjoining owner has an easement of light, air, or view.

The case of *Keppel* v. *Bailey*, 1 Myl. & Kean 547, decided that a railroad, established and existing by virtue of a charter of incorporation, is a public highway. The above decision, however, denies those easements in a highway which usually belong to an adjoining owner. It shows a growing tendency to overlook small individual rights in favor of the public as a whole, or in favor of *quasi*-public organizations.

STATUTE OF FRAUDS—ASSIGNMENT OF CLAIMS—CONTRACTS.—STILLMAN V. DRESSER, 48 Atl. Rep. 1 (R. I.).—Where an assignee of claims for services agreed not to enforce the same against the debtor, but to have the amount determined, and to assign the claim to a third party on his promise to pay for the same, *held*, that the contract is an agreement to purchase a debt and not to answer for the debt of another, and is therefore outside of the fourth section of the Statute of Frauds.

This is an extremely close case, and the question involved is whether it is a promise to answer for the debt of another, or a distinct and independent promise of the promisor. The decision in this case follows a line of older precedents which are still followed in some jurisdictions. *Thornton* v. *Williams*, 71 Ala. 555; *Fears* v. *Story*, 131 Mass. 47; *Muller* v. *Riviere*, 59 Tex. 640. But in a large and increasing number of the United States, the promise is held to be collateral if the original liability remains. *Mitchell* v. *Griffin*, 58 Ind. 559; *Dows* v. *Swett*, 134 Mass. 140; *Reippe* v. *Peterson*, 35 N. W. (Mich.); *Ackley* v. *Parmenter*, 98 N. Y. 425.

STREET RAILROADS—CONSTRUCTION OF ROADS—CONSENT OF ABUTTING PROPERTY OWNERS—CONTRACTS—VALIDITY.—MONTCLAIR MILITARY ACADEMY V. NORTH JERSEY ST. RY. CO., 47 Atl. 890 (N. J.).—Under Acts 1894 (P. L. 1894 p. 374; 3 Gen. St. 3427), authorizing township authorities to grant the use of streets for railroad purposes, with consent of the owners of one-half of the abutting property, complainant avers that defendant, to obtain such consent, agreed to deliver to him certain bonds, and after obtaining the grants and constructing the road, refused to deliver said bonds. *Held*, contract not void as against public policy.

Contract is not void because it affects other parties or public interest. *Simpson* v. *Howden*, 9 Clark & F. 61, 10 Adol. & E. 793, and *Railway Co.* v. *Hawkes*, 5 H. L. Cas. 331. For contracts void as against public interest, see *Smith* v. *Applegate*, 23 N. J. Law 352, and *Brooks* v. *Cooper*, 50 N. J. Eq. 761.

TRADE NAME—REFEREE TO RECEIVE LETTERS.—DR. DAVID KENNEDY CORP. V. KENNEDY, 59 N. E. 133 (N. Y.).—A physician formed a corporation and sold to it all the personal property of his business in proprietary medicine, including the sole and absolute right to use his name in connection therewith. For a